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23/86

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IV

IN THE MATTER OF

Bulk Distribution Centers Inc.,  
George O'Brien, Liquid Waste Disposal

Respondents

PROCEEDING UNDER SECTION 106(a)  
OF THE COMPREHENSIVE ENVIRONMENTAL  
RESPONSE, COMPENSATION AND  
LIABILITY ACT, 42 U.S.C. §9606(a)

DOCKET NO.

84-13-C

ORDER

The following Order is issued to Bulk Distribution Centers Inc., George O'Brien, Liquid Waste Disposal Co. (Respondents) pursuant to Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §9606(a), by the authority delegated to the undersigned by the Administrator of the United States Environmental Protection Agency (EPA). Notice of the issuance of this Order has been given to the State of Kentucky.

There may be an imminent and substantial endangerment to the public health and welfare and the environment due to the release and threat of a release of hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14) from the following location (hereinafter referred to as "the Site"):

Approximately 1.5 acres of land located in the southwestern corner of the property known as Bulk Distribution Center, south of Fern Valley Road and East of Preston Street, south of Louisville, Jefferson County, Kentucky.

This Order directs respondents to undertake action to protect the public and the environment from the endangerment.

FINDINGS OF FACT

1. Respondent Bulk Distribution Centers Inc., owns the land located in Jefferson County Kentucky, on which the Site is located.
2. Respondent Bulk Distribution Centers Inc. leased the Site to Mr. George O'Brien, doing business as Liquid Waste Disposal.

3. Respondents George O'Brien and Liquid Waste Disposal Co. accepted for reclamation or incineration hazardous material, some of which is presently located on the Site.
4. The Kentucky Department of Natural Resources and Environmental Protection refused to issue Liquid Waste Disposal Co. a hazardous waste disposal permit, and the reclamation and incineration operations at the Site ceased in December 1980.
5. On April 28, 1981, representatives of EPA inspected the Site.
6. At the time of the April 28, 1981 inspection the Site contained at least four (4) above-ground tanks, two (2) tank trucks, 159 drums, one (1) dumpster, and various equipment used for the incineration of liquid waste.
7. Subsequent to the EPA inspection, the above-described drums and incineration equipment were removed. The Site presently contains at least three (3) above-ground storage tanks and a trash dumpster.
8. The above ground tanks contain toxic concentrations of lead and mercury as determined by EP Toxicity Test of 40CFR § 261.24 (1984).
9. At least two of the above-ground tanks contain volatile solvent waste which exhibit the characteristic of ignitability pursuant to 40CFR §261.21.
10. The dumpster contains waste sludge of an undetermined nature.
11. The surface soil on the Site is contaminated with phenol, bis(2-ethylhexyl) phthalate, naphthalene, cyanide, cadmium, chromium, lead, mercury and other Priority Pollutants, listed under Section 307(a) of the Federal Water Pollution Control Act.
12. Runoff from the property drains in a southwesterly direction into a drainage ditch which drains in a westerly direction along the L&N Railroad tracks and then into a northern ditch. The northern ditch flows into a southern ditch and then into Pond Creek, which flows into the Salt River, which flows into the Ohio River.
13. Sediment along this drainage path is contaminated with phenol, cyanide, cadmium, chromium, lead and mercury, all of which are Priority Pollutants listed under Section 307(a) of the Federal Water Pollution Control Act.

#### CONCLUSIONS

1. The Site is a facility within the meaning of Section 101(9) of CERCLA, 42 U.S.C §9601(9).



2. Bulk Distribution Centers Inc. is an owner of a facility within the meaning of Section 101(20) of CERCLA, 42 U.S.C. §9601(20).
3. George O'Brien and Liquid Waste Disposal Company were operators of a facility within the meaning of Section 101(20) of CERCLA, 42 U.S.C. §9601(20).
4. The contents of the tanks are hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
5. The soil on the Site is contaminated with hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
6. The sediment in the drainage ditch is contaminated with hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
7. The hazardous substances described above were treated or disposed of at the facility in such a manner that they have been released into the environment within the meaning of Sections 101(22) and 106(a) of CERCLA 42 U.S.C. §9601(22) and 9606(a) and there continues to be a threat of release within the meaning of these Sections.
8. The release and threat of release of hazardous substances from the facility present an imminent and substantial endangerment to public health and welfare and the environment.
9. In order to protect public health and welfare and the environment, it is necessary that actions be taken to mitigate the release and threat of release of hazardous substances from the Site to the environment.

#### ORDER

Based on the foregoing Findings and Conclusions it is hereby ordered that:

1. Respondents shall initiate no later than September 14, 1984, and complete within fourteen calendar (14) days, the following measures, which shall be undertaken at the direction of EPA through its On-Scene Coordinator (OSC) and consistent with the National Contingency Plan:
  - a. Sample and analyze surface soils, and ditch sediments to determine the extent of contamination and the amount of material to be removed;
  - b. Sample and analyze material in the remaining tanks and dumpster for the purpose of identification and to allow proper transportation to an approved hazardous waste disposal facility;
  - c. Remove all hazardous substances from the tanks and dumpster, and transport and dispose of it at an approved hazardous waste facility;
  - d. Remove all contaminated surface soils and sediments and transport and dispose of such soils at an approved hazardous waste facility;
  - e. Backfill all excavated areas to the original grades with clean fill dirt.

2. All actions carried out by Respondents pursuant to this Order shall be done in accordance with all applicable federal, state, and local laws.

3. Upon request, Respondents will split with EPA any samples collected in accordance with the requirements of the Order.

4. All response work performed pursuant to this Order shall be under the direction and supervision of a qualified professional engineer or certified geologist with expertise and experience in hazardous waste site cleanup. Respondents shall notify EPA as to such engineer or geologist and of any contractors and subcontractors to be used in carrying out the terms of this Order in advance of their involvement at the Site.

5. Respondents shall use quality assurance, quality control, and chain-of-custody procedures in accordance with EPA Guidance Document QAMS-005/80 throughout all activities. Respondents shall consult with EPA in planning for sampling and analysis. Respondents shall provide a quality control report to EPA certifying that all activities have been performed as required.

6. Nothing herein shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations or ownership of the site by the Respondents, their agents, contractors, lessees, successors, or assigns.

7. Notwithstanding compliance with the terms of this Order, Respondents may be required to take further actions as necessary to abate the endangerment posed by conditions at the Site.

8. In the event that the OSC determines that activities implemented under, or in noncompliance with, this Order or any other circumstances or activities are creating an imminent and substantial endangerment to the health and welfare of the people on the Site or in the surrounding area or to the environment, the Regional Administrator of EPA, Region IV, may order Respondents to halt further implementation of this Order for such period of time as necessary to abate the endangerment.

9. The United States shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondents, their employees, agents, or contractors in carrying out activities pursuant to this Order, nor shall the federal government be held as a party to any contract entered into by Respondents or their agents in carrying out activities pursuant to this Order.

10. All submittals and notifications to EPA pursuant to this Order shall be made to the Director, Air and Waste Management Division, U.S. Environmental Protection Agency, 345 Courtland Street, N.E., Atlanta, Georgia 30365, and Craig Campbell, Assistant Regional Counsel, at the same address.

11. This Order is effective upon receipt. All times for performance of response activities shall be calculated from September 14, 1984.

12. This Order shall apply to and be binding upon the parties to this action, their officers, directors, agents, employees, successors, assigns, and contractors.



OPPORTUNITY FOR CONFERENCE

With respect to those actions required above, you must notify EPA in writing or by telephone within forty-eight (48) hours after receipt of this Order whether you intend to comply with the terms of this Order. In addition, if you wish to confer with EPA to discuss this Order, its applicability to you, the correctness of any factual determinations upon which the Order is based, the appropriateness of any action which you are ordered to take, and any other relevant and material issue, you may request an informal conference to be held at the EPA Regional Office located at 345 Courtland Street, Atlanta, Georgia. Such request must be made in writing and within forty-eight (48) hours after receipt of this Order. Respondents may appear in person or by attorney or other representative at any conference held at their request. Any request for a conference should be made to:

G. Barton Reedy  
Air & Waste Management Division  
Emergency & Remedial Response Branch  
U.S. Environmental Protection Agency  
Region IV  
345 Courtland Street, N.E.  
Atlanta, Georgia 30365  
404/881-2234

or

Craig Campbell  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
345 Courtland Street, N.E.  
Atlanta, Georgia 30365  
404/881-2641

VIOLATIONS OF ORDER

Violation of this Order by the Respondents through failure to comply with any provision herein or otherwise shall be enforceable pursuant to Sections 106(b) and 113(b) of CERCLA, 42 U.S.C. §9606(b) and 9613(b). Failure to comply may also subject Respondents to civil penalties and/or punitive damages in an amount of three times the amount of any costs incurred by the United States as a result of such failure, as provided in Section 106(b) and 107(c) (3) of CERCLA, 43 U.S.C. §9606(b) and 9607(c)(3). Nothing herein shall preclude EPA from taking such other actions as may be necessary to protect the public health and welfare or the environmental and recovering the costs thereof.

Date: SEP 10 1984

/s/ Charles R. Jeter  
Regional Administrator

BY: \_\_\_\_\_  
CHARLES R. JETER  
REGIONAL ADMINISTRATOR



04-87-0038

04-89-0007

*to be att. rec'd to #14*  
*which was filed 5-10-88*  
*and 5-12-88*  
*M. N. N. S.*  
*#26640*

**FILED**

IN THE UNITED STATES DISTRICT COURT JESSE W. GRIDER, CLERK  
FOR THE WESTERN DISTRICT OF KENTUCKY

MAY 12 1988

U. S. DISTRICT COURT  
WEST'N. DIST. KENTUCKY

UNITED STATES OF AMERICA,  
Plaintiff,

v.

GEORGE M. O'BRYAN, et al.,  
Defendants.

CIVIL ACTION NO. C-87-0749-L-J

**FILED**

JUL 14 1988

JESSE W. GRIDER, CLERK  
BY *[Signature]*  
DEPUTY CLERK

CONSENT DECREE

WHEREAS, the United States of America ("United States" or "Plaintiff"), on behalf of the Administrator of the Environmental Protection Agency ("EPA") filed a complaint herein on December 11, 1987, pursuant to Sections 104 and 107 of the Comprehensive, Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C.A. §§ 9604 and 9607, respectively, for recovery of costs incurred by the United States in response to the alleged release or threatened release of hazardous substances at the Liquid Waste Disposal of Kentucky Site ("LWD Site") located on Fern Valley Road, Jefferson County, Louisville, Kentucky;

WHEREAS, the Plaintiff and the Settling Defendants (as hereinafter defined) agree that settlement of this action seeking recovery of the United States' alleged response costs as defined

90-11-3252  
DEPT. OF JUSTICE

LANDS DIV.

JUL 18 1988

herein, and that execution of this Consent Decree without further litigation and without any admission of liability is the most appropriate means of resolving Plaintiff's claim and is in the public interest;

NOW THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

I.  
JURISDICTION

This court has subject-matter jurisdiction over this matter and has personal jurisdiction over the parties here pursuant to 42 U.S.C.A. §§ 9604 (a) and (b) and 9613(b) and 28 U.S.C. §§ 1345 and 2201. The settling parties waive any objection they may have to the jurisdiction of the court or to venue for the sole purpose of entry, enforcement or modification of this Consent Decree.

II.  
PARTIES BOUND

This Consent Decree shall inure to the benefit of and be binding upon Settling Defendants, their successors in interest and assigns, and upon all firms, subsidiaries, divisions, affiliates, parent corporations and all corporations acting under or for them and upon the United States on behalf of the U.S. EPA. Until this Consent Decree terminates in accordance with Paragraph IX, each Settling Defendant agrees to give any of its successors and assigns written notice of this Consent Decree and notice to EPA in accordance with Paragraph XI. Each undersigned representative certifies that he or she is fully authorized to



enter into this Consent Decree and to execute and to bind legally such signatory to this Consent Decree.

III.  
DEFINITIONS

Certain terms used in this Consent Decree are defined as follows:

- A.) The "LWD Site" means the former waste disposal-incineration facility, including but not limited to all land and equipment associated therewith, operated by George O'Bryan and located on Fern Valley Road, Jefferson County, Louisville, Kentucky, which site during all relevant times was and currently is owned by Bulk Distribution Centers, Inc.
- B.) "Response Costs" means all cleanup costs, including administrative, investigative, and legal expenses (including attorney's fees) and prejudgment interest, alleged to have been incurred by the United States pursuant to CERCLA up to and including the Date of Entry of this Consent Decree in connection with the LWD Site. The term does not include administrative, investigative, litigation expenses (including attorney's fees) of the United States or prejudgment interest incurred following the Date of Entry in establishing the right of the United States to collect and in collecting response costs from the non-settling defendants or any third-party defendants.

- C.) "Settling Defendants" means those Defendants set forth in Appendix A hereto who have executed a counterpart signature page in accordance with Paragraph XII hereto.
- D.) "Date of Entry" shall mean the earlier of (a) the date on which this Consent Decree is approved and signed by the United States District Court Judge for the Western District of Kentucky presiding over this matter, or (b) November 1, 1987.
- E.) Terms not otherwise defined herein shall have their ordinary meaning unless defined at 42 U.S.C.A. § 9601, in which case the definition in § 9601 shall control.

IV.

REIMBURSEMENT FOR RESPONSE COSTS

Within sixty (60) days of the date on which this Consent Decree is approved and signed by the United States District Court Judge for the Western District of Kentucky presiding over this matter, the Settling Defendants shall pay a total of \$ 455,688.88 (Four Hundred Fifty-Five Thousand Six Hundred Eighty-Eight Dollars and Eighty-Eight Cents) to the United States, in reimbursement of the Response Costs incurred by the United States with respect to the LWD Site up to and including the Date of Entry. This amount shall be made payable by certified or cashier's check to the "EPA Hazardous Substances Response Trust Fund" and shall be remitted to U.S. EPA Superfund, 3602 Porter Street, N.W., Washington, D.C. 20016. The transmittal of such payment shall reference that the payment is for



Response Costs incurred at the LWD Site to the Date of Entry. The transmittal shall be accompanied by correspondence identifying United States v. George M. O'Bryan, et. al., Civil Action No. C-87-0749-L-J, DOJ File Number 90-3-11-252, and the identity of the paying party. Copies of this correspondence shall be concurrently transmitted to all counsel of record for the United States.

V.

COVENANT NOT TO SUE

A.) In consideration of the payment set forth in Paragraph IV above, the United States covenants not to sue or bring an administrative action against the Settling Defendants for the reimbursement of Response Costs incurred by the United States at the LWD Site pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C.A. §§ 9604, 9607, up to and including the Date of Entry.

B.) Nothing in this Consent Decree shall release the Settling Defendants from liability for response costs, if any, incurred by the United States after the Date of Entry in connection with any future responses to the release or threatened release of hazardous substances into the environment from the LWD Site including, but not limited to, conducting of a remedial investigation/feasibility study at the site and other remedial action. [ At present, EPA has no information or knowledge of conditions warranting the conduct of a remedial investigation/feasibility study or any other remedial action at the LWD Site. ]

C.) This covenant not to sue shall not extend to any person or legal entity other than the Settling Defendants, their predecessors and successors in interest, and their subsidiaries, divisions, parent corporations, and affiliates.

D.) Settling Defendants hereby remise and covenant not to sue the United States for any liability for action taken and expenditures made by the United States, its agents and employees prior to the date of Entry in responding to the release or threatened release of hazardous substances into the environment from the LWD site. Further, Settling Defendants agree not to assert any causes of action, claims, or demands against the United States for reimbursement from the Hazardous Substances Response Trust Fund, 42 U.S.C.A. § 9631, including claims pursuant to Sections 111 and 112 of CERCLA, 42 U.S.C.A. §§ 9611, 9612, or assert any other claims or demands for sums paid in settlement of Response Costs or arising from any activity performed or expenses incurred pursuant to this litigation or under this Consent Decree. [This paragraph shall not be construed as precluding, in any subsequent action other than enforcement of this Consent Decree, the assertion of (1) any defense available to the Settling Defendants, or (2) any release or covenant not to sue obtained in this paragraph.]

E.) Nothing in this Consent Decree shall be deemed to constitute preauthorization of a CERCLA claim within the meaning of 40 C.F.R. § 300.25(d).



F.) Neither this Consent Decree nor any part thereof nor the performance of any act in compliance with the terms thereof shall constitute an admission of any fact, claim or allegation concerning the LWD Site, of any Settling Defendant's relation to that site or of any liability of Settling Defendants under any federal, state or local statute, ordinance or regulation, or under federal or state common law.

G.) Pursuant to Section 122(h)(4) of CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Settling Defendants have resolved their liability to the United States for Response Costs to the Date of Entry and shall not be liable for claims for contribution regarding matters addressed in this Consent Decree.

H.) For purposes of Settling Defendants' claims for contribution against third-party defendants pursuant to Section 113 of CERCLA, this Consent Decree constitutes the entry of a judicially-approved settlement with respect to response costs of the United States and Settling Defendants' claims for contribution are ripe and accrue as of entry of this Consent Decree.

[ I.) EPA hereby certifies that the immediate removal action performed by EPA at the LWD Site which forms the basis for this civil action has been completed. ]

VI.

RESERVATION OF RIGHTS

Except as provided in Paragraph V, the United States reserves all claims, demands, and causes of action, past or

future, judicial or administrative, in law or equity, including but not limited to, cost recovery and injunctive relief and natural resource damages, against any other person or entity, including the Settling Defendants. Nothing contained herein, except as provided in Paragraph V, shall in any way limit or restrict the response and enforcement authority of the United States to initiate appropriate action, either judicial or administrative, against Settling Defendants or against any other person or entity not a party to this Decree under Section 104, 106 and 107 of CERCLA, 42 U.S.C.A. §§ 9604, 9606, and 9607. Any claim or defense which the Plaintiff or Settling Defendant may have against any other person or entity not a party to this Decree, including but not limited to, claims for indemnity or contribution, is expressly reserved. Nothing in this Consent Decree shall in any way limit the rights of any Settling Defendant with respect to any defenses that may be raised in any action other than an action to enforce the provisions of this Consent Decree.

VII.

RETENTION OF JURISDICTION

The court shall retain jurisdiction of this matter solely for the purpose of enforcing the terms of the Consent Decree. Said jurisdiction shall terminate as provided in Paragraph IX.



VIII.  
PUBLIC NOTICE AND COMMENT

This Consent Decree is subject to the public notice and comment requirements contained in Section 122 (i) of CERCLA, as amended, by the Superfund Amendments and Reauthorization Act of 1986.

IX.  
TERMINATION

Upon timely payment of the amount set forth in Paragraph IV above by Settling Defendants, the United States and Settling Defendants will jointly file a stipulation of dismissal, - - With prejudice, between the Plaintiff and Settling Defendants, as to the United States' claim for Response Costs and without prejudice as to the government's right to institute an action for future Response Cost, or injunctive or other relief under Sections 104, 106 and 107 of CERCLA, 42 U.S.C.A. §§ 9604, 9606, and 9607 or under any other federal or state law, provided, however that the government may not institute any subsequent action seeking Response Costs, as defined in Paragraph III(B), from the Settling Defendants as provided in Paragraph V. The Plaintiff and Settling Defendants expressly reserve all actions, cross-actions, cross-complaints, third party causes of action, and counterclaims they have against non-settling parties at the LWD Site.



X.

NOTIFICATION OF SUITS OR CLAIMS

Should any of the Settling Defendants institute any suit or claim for contribution against a non-settling party or other person, each Settling Defendant agrees to notify the other Settling Defendants, EPA and the United States Department of Justice at the time of filing such suit or claim.

XI.

NOTICE TO PARTIES

Notice to each Settling Defendant shall be at the address set forth on its signature page hereto. Notice to EPA and the Department of Justice shall be by registered mail sent to both:

Regional Administrator  
U.S. Environmental Protection Agency  
Region IV  
345 Courtland Street, N.E.  
Atlanta, Georgia 30365

and

Assistant Attorney General  
Land and Natural Resources Division  
U.S. Department of Justice  
10th & Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

XII.

EXECUTION OF SIGNATURE

The Decree may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Consent Decree and submit it to the Court in order that it may be approved and entered.

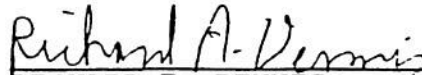
FOR THE UNITED STATES OF AMERICA:



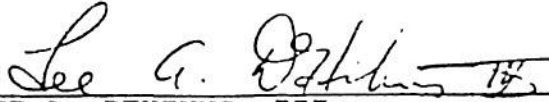
ROGER J. MARZULLA  
Assistant Attorney General  
Land and Natural Resources Division  
United States Department of Justice  
Washington, D.C. 20530

JOSEPH M. WHITTLE  
United States Attorney

By:



RICHARD E. DENNIS  
Assistant United States Attorney  
Bank of Louisville Building  
510 West Broadway, 10th Floor  
Louisville, Kentucky 40202



LEE A. DEIHNS, III  
Acting Regional Administrator  
U.S. Environmental Protection Agency  
Region IV  
345 Courtland Street  
Atlanta, Georgia 30365



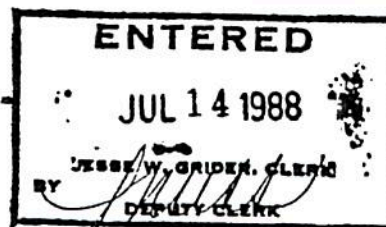
G. STEPHEN MANNING  
Attorney  
Environmental Enforcement Section  
Land and Natural Resources Division  
Department of Justice  
10th & Pennsylvania Ave., N.W.  
Washington, D.C. 20530  
(202) 633-5409



JUDGMENT

The foregoing Consent Decree having been read and considered, and the Court having also considered any comments thereon submitted in response to the public notice under 28 C.F.R. § 50.7, the Consent Decree lodged with the Court on May 10<sup>th</sup>, 1988 is HEREBY ORDERED, ADJUDGED AND ENTERED according to its terms, this 1<sup>st</sup> day of July, 1988.

  
United States District Judge



  
Co. Counsel

UNITED STATES OF AMERICA

VS

CIVIL ACTION NO. 87-0749\_L(J)

GEORGE M. O'BRYAN, et al

17

**EXHIBIT A**  
**O'BRYAN SITE: SETTLING PARTIES**

**A & H TRUCK LINE, INC.**

**ALLIED-SIGNAL INC., on behalf of Norplex/Oak Inc. and Sinclair & Valentine Company, Inc.**

**ALUMINUM COMPANY OF AMERICA**

**AMERICAN NATIONAL CAN COMPANY, for itself and Primerica Corporation**

**ANR FREIGHT SYSTEM, INC.**

**ATLANTIC RICHFIELD COMPANY**

**B.F. GOODRICH CHEMICAL COMPANY**

**RUBY ANDERSON BANDY, EXECUTRIX of the Estate of James Eugene Bandy, Deceased, d/b/a Kentucky Sewer Service, a sole proprietorship**

**BASF CORPORATION, INMONT DIVISION**

**BLATZ PAINT COMPANY**

**BOB MONTGOMERY CHEVEROLET**

**THE BOC GROUP, INC.**

**BUILDING TECHNOLOGIES CORPORATION, Cincinnati, Ohio**

**BULK DISTRIBUTION CENTERS, INC.**

**CSX TRANSPORTATION, INC.**

**CHAMPION INTERNATIONAL CORPORATION**

**CHEMCENTRAL CORPORATION, AN Illinois Corporation, and all its subsidiaries and their successors and assigns.**

**CHEMICAL WASTE MANAGEMENT, INC.**

**CINCINNATI MILACRON, INC.**

**COLUMBIA ORGANIC CHEMICAL CO., INC.**



DEHART PAINT AND VARNISH COMPANY

DEVOE & RAYNOLDS, Division of Grow Group, Inc.

DR. SCHOLL SHOE COMPANY

GAMBLE BROTHERS, INC.

GENERAL MOTORS CORPORATION

THE GOODYEAR TIRE & RUBBER COMPANY

GURTZ TRUCKING

H.J. SCHEIRICH COMPANY

KEN HARRIS D/B/A/ OIL SERVICES COMPANY and Ken Harris,  
individually

HARSHAW/FILTROL PARTNERSHIP

HERITAGE ENVIRONMENTAL SERVICES, INC.

HOECHST CELANESE CORPORATION

JEFFBOAT, a division of American Commercial Marine Service  
Company

JOSEPH E. SEAGRAM & SONS, INC.

KURFEES COATINGS, INC.

LAMSON & SESSIONS COMPANY

LEAR SIEGLER SEATING CORPORATION

M & T CHEMICALS, INC.

MARCUS PAINT COMPANY

MOBIL CHEMICAL COMPANY, a Division of Mobil Oil Corporation

MONARCH MARKING SYSTEMS, INC.

MURPHY MANUFACTURING COMPANY

McKESSON CORPORATION, on behalf of itself and its former  
subsidiary McKesson Envirosystems Company (previously named  
Inland Chemical Corporation and currently named Safety-Kleen  
Envirosystems Company)

PPG INDUSTRIES, INC.

PETROCHEM SERVICES, INC.

PHELPS DODGE COMMUNICATIONS/CELWAVE

PORTER PAINT COMPANY

PROFORM INC. and XERXES CORPORATION, Successor by Merger to  
Proform, Inc.

PROGRESS PAINT MANUFACTURING CO.

REXNORD INC., a Wisconsin Corporation

REYNOLDS METAL COMPANY

SAMSONITE FURNITURE COMPANY

SHERWIN WILLIAMS COMPANY

STANDARD GRAVURE CORPORATION

TREMCO MANUFACTURING COMPANY

VERMONT AMERICAN CORPORATION, a Delaware Corporation and its  
divisions and subsidiaries

WORLD COLOR PRESS, INC., on behalf of World Color Press, Inc.  
Salem Gravure, and Fawcett Printing)

YENKEN MAGESTIC



CONSENT AND AUTHORIZATION

A & H Truck Line, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Timothy L. Bray

(Printed or Typed)

Title:

Vice President

T. L. Bray

A & H Truck Line, Inc.

Name and Address for Notices:

1111 E. Louisiana Street

Evansville, IN 47711

Dated: January 12, 1988

CONSENT AND AUTHORIZATION

Allied-Signal Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

ALLIED-SIGNAL INC.

By: L R Taunton  
(Signature)

L R Taunton  
Name: (Printed or Typed)

Asst. C/PNS - ENIS  
Title:

(On behalf of Norplex/Oak Inc. and Sinclair & Valentine Co., Inc.)

Name and Address for Notices: Michael Van de Kerckhove  
Allied-Signal Inc.  
25 East Algonquin Rd.  
Box 5017  
Des Plaines, IL 60017-5017

Dated: January, 1988

CONSENT AND AUTHORIZATION

Aluminum Company of America, by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Patrick R. Atkins  
(Signature)

Name:

Patrick R. Atkins

(Printed or Typed)

Title:

Director, Environmental Control

Name and Address for Notices:

Gary Crouth

Staff Environmental Control Engineer

1501 Alcoa Building

Pittsburgh, PA 15219

Dated: 12 Jan, 1988



CONSENT AND AUTHORIZATION

American National Can Company  
(Name of Settling Defendant)

by the duly

authorized representative named, titled and signed hereunder, hereby consents to this Consent Decree For Response Costs and the filing of this Decree with the United States District Court for the Western District of Kentucky and, further, agrees to be bound by the terms and conditions thereof.

By:

Richard A. Kabaker  
(Signature)

Name:

Richard A. Kabaker  
(Printed or Typed)

Title:

Senior Assistant General Counsel and  
Assistant Secretary

Name and Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

January 21, 1988

CONSENT AND AUTHORIZATION

ANR Freight System, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: [Signature]  
(Signature)

Name: Bruce A. Bullock  
(Printed or Typed)

Title: Vice President, General Counsel  
and Secretary

Name and Address for Notices: Bruce A. Bullock  
ANR Freight System, Inc.  
P.O. Box 5070  
Denver, CO 80401

Dated: January 14, 1988

CONSENT AND AUTHORIZATION

ATLANTIC RICHFIELD COMPANY, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

William D Leake  
(Signature)

Name:

William D Leake  
(Printed or Typed)

Title:

Vice President

Name and Address for Notices:

JOAN DINAL

SENIOR COUNSEL

ATLANTIC RICHFIELD COMPANY

515 S. FLOWER STREET

LOS ANGELES, CA. 90071

Dated: January 20, 1988



CONSENT AND AUTHORIZATION

The B.F. Goodrich Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:   
(Signature)

Name: C. J. Nosal  
(Printed or Typed)

Title: Vice President - Operations

Name and Address for Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: January 15, 1988

CONSENT AND AUTHORIZATION

KENTUCKY SEWER SERVICE, by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Ruby Anderson Bandy  
(Signature)

Name:

RUBY ANDERSON BANDY  
(Printed or Typed)

Title:

Executrix of the Estate of JAMES  
EUGENE BANDY, Deceased, d/b/a  
KENTUCKY SEWER SERVICE

Name and Address for Notices:

RUBY A. BANDY

CUSTER, KENTUCKY 40115

ELAINE C. DUNCAN, Attorney

5607 S. Third Street

Louisville, Ky. 40214

Dated: January 18, 1988

CONSENT AND AUTHORIZATION

BASF Corporation, Inmont Division by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Timothy A. Vanderver, Jr.  
(Signature)

Name: Timothy A. Vanderver, Jr.  
(Printed or Typed)

Title: Counsel for BASF Corporation,  
Inmont Division.

Name and Address for Notices: Timothy A. Vanderver, Jr.

Patton Boggs & Blow

2550 M Street, N.W.

Washington, D.C. 20037

Dated: January 19, 1988



CONSENT AND AUTHORIZATION

Blatz Paint Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Stephen F. Schuster  
(Signature)

Name:

Stephen F. Schuster

(Printed or Typed)

Title:

Attorney

Name and Address for Notices:

OGDEN & ROBERTSON

1200 One Riverfront Plaza

Louisville, Kentucky 40202

Dated:

Jan. 20, 1988

CONSENT AND AUTHORIZATION

Bob Montgomery Chevrolet, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Robert Montgomery  
(Signature)

Name: Robert A. Montgomery  
(Printed or Typed)

Title: President

Name and Address for Notices: J. Matthew Carey  
2000 One Riverfront Plaza  
Louisville, Kentucky 40202

Dated: Jan 19, 1988

CONSENT AND AUTHORIZATION

The BOC Group, Inc.'s Airco Carbide Division, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Paul D. Lawson

(Printed or Typed)

Title:

President, Airco Carbide Division

Name and Address for Notices:

Patricia E. Fleming, Esq.

The BOC Group, Inc.

85 Chestnut Ridge Road

Montvale, New Jersey 07645

Kurt Chapman

Airco Carbide

10200 Linn Station Road, Suite 335

Louisville, Kentucky 40223

Dated:

1-25-88

, 1988



CONSENT AND AUTHORIZATION

Building Technologies Corporation, by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Martin D. Densmore  
(Signature)

Name:

Martin D. Densmore  
(Printed or Typed)

Title:

Vice President, Operations

Name and Address for Notices:

Building Technologies Corporation

P.O. Box 465622

Cincinnati, Ohio 45246-5622

Attn: M. D. Densmore

Dated: January 12, 1988

CONSENT AND AUTHORIZATION

Bulk Distribution Centers, Inc., by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Stephen F. Schuster  
(Signature)

Name: Stephen F. Schuster  
(Printed or Typed)

Title: Attorney for Bulk Distribution  
Centers, Inc.

Name and Address for Notices: Bulk Distribution Centers, Inc.

c/o Stephen F. Schuster

OGDEN & ROBERTSON

1200 One Riverfront Plaza

Louisville, Kentucky 40202

Dated: \_\_\_\_\_, 1988

CONSENT AND AUTHORIZATION

CSX TRANSPORTATION, INC., by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

DALE H. BITTER  
(Signature)

Name:

DALE H. BITTER

(Printed or Typed)

Title:

AVP-Risk Management

Name and Address for Notices:

Robert C. Moore

General Attorney

CSX Transportation, Inc.

500 Water Street

Jacksonville, Florida 32202

Dated: January, 1988

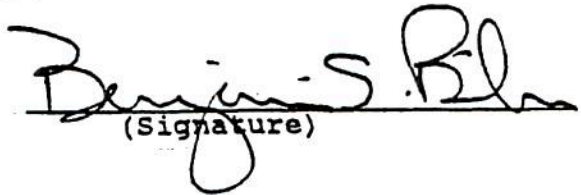


CONSENT AND AUTHORIZATION

Champion International Corporation, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name: Benjamin S. Bilus  
(Printed or Typed)

Title: Senior Associate Counsel

Name and Address for Notices: \_\_\_\_\_

1 Champion Plaza

Stamford, CT 06921

Dated: January 21, 1988

CONSENT AND AUTHORIZATION

CHEMCENTRAL Corporation, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

William D. Mulliken  
(Signature)

Name: William D. Mulliken

(Printed or Typed)

Title: Assistant Secretary

Name and Address for Notices: William D. Mulliken

CHEMCENTRAL Corporation

7050 West 71st Street

Chicago, IL 60638

Dated: January 25, 1988

CONSENT AND AUTHORIZATION

CHEMICAL WASTE MANAGEMENT, INC., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Greig R. Siedor  
(Signature)

Name: GREIG R. SIEDOR  
(Printed or Typed)

Title: ENVIRONMENTAL COUNSEL

Name and Address for Notices: Chemical Waste Management, Inc.  
3003 BUTTERFIELD RD.  
DAK BROOK IL  
~~6013~~ 60521

Dated: January 20, 1988




CONSENT AND AUTHORIZATION

Cincinnati Milacron Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Theodore Mauser

(Printed or Typed)

Title:

Vice President-Human Resources

Name and Address for Notices:

Hugh C. O'Donnell

Assistant Corporate Counsel

Cincinnati Milacron Inc.

4701 Marburg Ave.

Cincinnati, Ohio 45209

Dated: JANUARY 22, 1988

CONSENT AND AUTHORIZATION

Columbia Organic Chemical Co. Inc. by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Charles Kwiatkowski  
(Signature)

Name: Charles Kwiatkowski  
(Printed or Typed)

Title: general manager

Name and Address for Notices: Po Box 1045  
Camden, SC 29020

Dated: 1-12, 1988

CONSENT AND AUTHORIZATION

DeHart Paint & Varnish Co., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

JOHN C. DEHART

(Printed or Typed)

Title: \_\_\_\_\_

PRESIDENT

Name and Address for Notices: \_\_\_\_\_

JOHN C. DEHART

DEHART PAINT & VARNISH CO.

906 e. MAIN STREET

LOUISVILLE, KY. 40206

Dated: January 14, 1988



CONSENT AND AUTHORIZATION

Grow Group, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: 

(Signature)

Name: Lloyd Frank  
(Printed or Typed)

Title: Secretary

Name and Address for Notices: Lloyd Frank  
Grow Group, Inc.  
200 Park Avenue  
New York, NY 10166

Dated: January 19, 1988

CONSENT AND AUTHORIZATION

Scholl, Inc., on behalf of Dr. Scholl  
Shoe Company and/or Dr. Scholl, Inc. by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: William T. Gooch  
(Signature)

Name: William T. Gooch  
(Printed or Typed)

Title: Director, Safety and EPA Services

Name and Address for Notices: Mr. William T. Gooch  
Director, Safety and EPA Services  
Scholl, Inc.  
3030 Jackson Avenue  
Memphis, Tennessee 38151

Dated: January 21, 1988

CONSENT AND AUTHORIZATION

Gamble Brothers, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Frank Burgen

(Printed or Typed)

Title:

President, The Celotex Corp.

(Gamble Brothers Division)

Name and Address for Notices:

H. Gerald Reynolds, Esq.

Walter Industries, Inc.

1500 N. Dale Mabry

Tampa, FL 33607

Dated:

January 20

, 1988



CONSENT AND AUTHORIZATION

General Motors Corporation, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

David L. Tripp  
(Signature)

Name: David L. Tripp  
(Printed or Typed)

Title: Attorney for  
General Motors Corporation

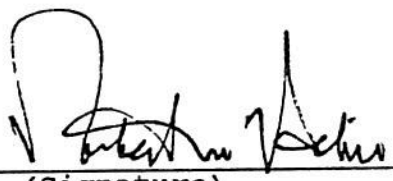
Name and Address for Notices: Leonard F. Charla, Esq.  
General Motors Corporation  
General Motors Legal Staff  
P.O. Box 33122  
Detroit, Michigan 48232

Dated: January 26, 1988

CONSENT AND AUTHORIZATION

The Goodyear Tire & Rubber Co., by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: \_\_\_\_\_

  
(Signature)

Name: R M Hehir

(Printed or Typed)

Title: Vice President

Name and Address for Notices: T. Ito

Law Department

The Goodyear Tire & Rubber Co.

1144 East Market Street

Akron, OH 44316

Dated: 1-19-, 1988

For: Duo-Therm

CONSENT AND AUTHORIZATION

GURTZ TRUCKING, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

James R. Gurtz  
(Signature)

Name:

JAMES GURTZ  
(Printed or Typed)

Title:

President

Name and Address for Notices:

Charles R. Meers, Attorney

835 W. Jefferson St., #100

Louisville, KY 40202

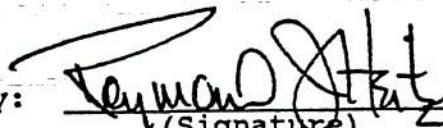
Dated: January 29, , 1988



CONSENT AND AUTHORIZATION

H. J. Scheirich Co., by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Raymond J. Heitz

(Printed or Typed)

Title:

Chief Operations Officer

Name and Address for Notices:

Donna L. Matheis

P. O. Box 37120

250 Ottawa Avenue

Louisville, Kentucky 40233

Dated: January 15, 1988

CONSENT AND AUTHORIZATION

Harshaw/Filtrol Partnership, by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

H M Nelson  
(Signature)



Name:

H. M. Nelson  
(Printed or Typed)

Title:

President

Name and Address for Notices:

Harshaw/Filtrol Partnership

30100 Chagrin Boulevard

Cleveland, Ohio 44124


Dated: January 14, 1988

CONSENT AND AUTHORIZATION

HERITAGE ENVIRONMENTAL SERVICES, INC., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name: Kenneth S. Price  
(Printed or Typed)

Title: President

Name and Address for Notices: George W. Pendygraft  
BAKER & DANIELS  
810 Fletcher Trust Building  
Indianapolis, Indiana 46204

Dated: January 21, 1988



CONSENT AND AUTHORIZATION

Hoechst Celanese Corporation, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Robert M. Stokes  
(Signature)

Name: Robert M. Stokes, Esq.  
(Printed or Typed)

Title: Associate General Counsel

Name and Address for Notices: Robert M. Stokes, Esq.  
Hoechst Celanese Corporation  
Route 202-206 North  
Somerville, New Jersey 08876

Dated: January 13, 1988

**CONSENT AND AUTHORIZATION**

Jeffboat, Division of American  
Commercial Marine Service Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Robert W. Greene  
(Signature)

Name:

Robert W. Greene  
(Printed or Typed)

Title:

President

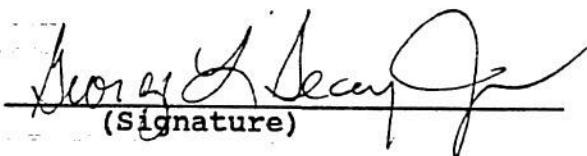
Name and Address for Notices:

Dated: January 21, 1988

CONSENT AND AUTHORIZATION

Joseph E. Seagram & Sons, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:   
(Signature)

Name: George L. Seay, Jr.  
(Printed or Typed)

Title: Attorney at Law

Name and Address for Notices: Wyatt, Tarrant & Combs  
P. O. Box 495  
308 West Main Street, Suite 200  
Frankfort, KY 40602

Dated: January 26, 1988



CONSENT AND AUTHORIZATION

Kurfees Coatings, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

D. B. Kurfees  
(Signature)

Name:

D. B. Kurfees

(Printed or Typed)

Title:

President, CEO

Name and Address for Notices:

Kurfees Coatings, Inc.

P. O. Box 1093

Louisville, KY 40201

Dated: January 25, 1988

CONSENT AND AUTHORIZATION

The Lamson & Sessions Co., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Alan L. Miller  
(Signature)

Name:

Alan L. Miller  
(Printed or Typed)

Title:

Vice President

Name and Address for Notices:

The Lamson & Sessions Co.

25701 Science Park Drive

Cleveland, Ohio 44122

Attention: Secretary

Dated: January 27, 1988

CONSENT AND AUTHORIZATION

Lear Siegler Seating, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Wayne L. Dortch  
(Signature)

Name: Wayne L. Dortch  
(Printed or Typed)

Title: Industrial Relations Manager

Name and Address for Notices: Lear Siegler Seating  
325 Industrial Avenue  
P. O. Box 668  
Morristown, TN 37814

Dated: January 14, 1988



CONSENT AND AUTHORIZATION

MIT CHEMICALS INC, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: John N. Metzger  
(Signature)

Name: JOHN N. METZGER  
(Printed or Typed)

Title: COUNSEL

Name and Address for Notices: JOHN N. METZGER, COUNSEL  
MIT CHEMICALS INC  
ONE WOODBRIDGE CENTER  
WOODBIDGE N.J. 07095

Dated: January 27, 1988

CONSENT AND AUTHORIZATION

Marcus Paint Co., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Calvin H. Marcus, Jr.  
(Signature)

Name: Calvin H. Marcus, Jr.  
(Printed or Typed)

Title: Chairman

Name and Address for Notices: Marcus Paint Co.  
235 E. Market Street  
Louisville, KY 40202  
Attn: C. Marcus, Jr.

Dated: January 15, 1988

CONSENT AND AUTHORIZATION

Mobil Chemical Company, a division of  
Mobil Oil Corporation \_\_\_\_\_, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Virginia M. Marra  
(Signature)

Name: Virginia M. Marra  
(Printed or Typed)

Title: Counsel

Name and Address for Notices: Virginia M. Marra  
Mobil Oil Corporation  
150 East 42nd Street  
Room 35E501  
New York, New York 10017

Dated: January 21, 1988



**CONSENT AND AUTHORIZATION**

MONARCH MARKING SYSTEMS, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Robert D. Higgons  
(Signature)

Name:

Robert D. Higgons

(Printed or Typed)

Title:

Vice President, Human Resources

Name and Address for Notices:

Baker & Hostetler

3200 National City Center

Cleveland, Ohio 44114

Attn: Lori E. Wilosn

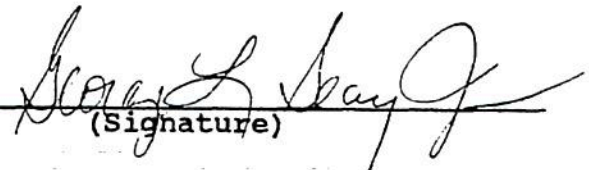
Dated: January 20, 1988

CONSENT AND AUTHORIZATION

Murphy Manufacturing Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

George L. Seay, Jr.  
(Printed or Typed)

Title:

Attorney at Law

Name and Address for Notices:

Wyatt, Tarrant & Combs

P. O. Box 495

308 West Main Street, Suite 200

Frankfort, KY 40602

Dated: January 26, 1988

CONSENT AND AUTHORIZATION

McKesson Corporation, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: \_\_\_\_\_

(Signature)

Name: John S. Wheaton

(Printed or Typed)

Title: Executive Vice President,  
Administration

Name and Address for Notices: Dinah L. Darman

Senior Counsel

McKesson Corporation

One Post Street

San Francisco, CA 94104

Dated: January 15, 1988



CONSENT AND AUTHORIZATION

Safety-Kleen Envirosystems Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Robert W. Willmschen  
(Signature)

Name:

Robert W. Willmschen

(Printed or Typed)

Title:

Vice President

Name and Address for Notices:

Dinah L. Darman

Senior Counsel

McKesson Corporation

One Post Street

San Francisco, CA 94104

Dated: January, 1988

CONSENT AND AUTHORIZATION

KEN HARRIS DBA OIL SERVICES COMPANY, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Ken Harris  
(Signature)

Name:

KEN HARRIS DBA AS OIL SERVICES  
(Printed or Typed) Company

Title:

Individual

Name and Address for Notices:

KEN HARRIS  
ROUTE 6 BOX 83C  
COLUMBIA  
IN. 38401

Dated: 1-12, 1988

CONSENT AND AUTHORIZATION

PPG INDUSTRIES, INC., by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Joseph M. Karas  
(Signature)

Name:

Joseph M. Karas  
(Printed or Typed)

Title:

Attorney

Name and Address for Notices:

Joseph M. Karas

Law Department

PPG Industries, Inc.

One PPG Place

Pittsburgh, PA 15272

Dated: January 22, 1988




CONSENT AND AUTHORIZATION

Petrochem Services, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Donald E. Pavlich  
(Printed or Typed)

Title:

Vice President

Name and Address for Notices:

Petrochem Services, Inc.

P.O. Box 337 - NE Canal Bank Road

Lemont, IL 60439

Dated: January 13, 1988

CONSENT AND AUTHORIZATION

Phelps Dodge Communications Company by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

W. C. Tubman  
(Signature)

Name:

William C. Tubman  
(Printed or Typed)

Title:

Secretary \*

Name and Address for Notices:

Phelps Dodge Communications Company

Scott A. Crozier, Esq.

Phelps Dodge Corporation

2600 North Central Avenue

Phoenix, Arizona 85004-3014

Dated:

January 22

, 1988

\*Phelps Dodge Communications  
Company was an operating  
division of Phelps Dodge  
Industries, Inc., of which  
Mr. Tubman is Secretary

CONSENT AND AUTHORIZATION

PORTER PAINT CO., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

W. R. Niblock  
(Signature)

Name:

W. R. Niblock

(Printed or Typed)

Title:

Vice President & Corporate Secretary

Name and Address for Notices:

PORTER PAINT CO.

400 South 13th Street

Louisville, KY 40203

Dated: January 20, 1988

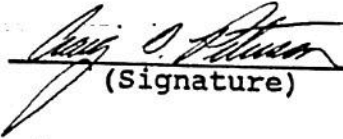


CONSENT AND AUTHORIZATION

Proform, Inc./and Xerxes Corporation,  
Successor by Merger to Proform, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

  
(Signature)

Name:

Craig D. Peterson

(Printed or Typed)

Title:

Assistant Secretary

Name and Address for Notices:

Craig D. Peterson

Xerxes Corporation

7901 Xerxes Avenue South, Suite 201

Minneapolis, Minnesota 55431

Dated:

Jan. 11, 1988

CONSENT AND AUTHORIZATION

PROGRESS PAINT MFG. Co., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: R.F. Lussky, Pres.  
(Signature)

Name: R.F. LUSSKY  
PROGRESS PAINT MFG. Co.  
(Printed or Typed)

Title: PRESIDENT

Name and Address for Notices: PROGRESS PAINT MFG. Co.  
P.O. Box 33188  
LOUISVILLE, KY. 40232

Dated: January 11, 1988

CONSENT AND AUTHORIZATION

Rexnord Inc.

(Name of Settling Defendant)

by the duly

authorized representative named, titled and signed hereunder, hereby consents to this Consent Decree For Response Costs and the filing of this Decree with the United States District Court for the Western District of Kentucky and, further, agrees to be bound by the terms and conditions thereof.

By:

Charles R. Roy  
(Signature)

Name:

Charles R. Roy  
(Printed or Typed)

Title:

Vice President

Name and Address for Notices:

Aaron L. Hardt

Environmental Counsel

Rexnord Inc.

350 N. Sunny Slope

Brookfield, WI 53005

Dated: January 15, 1988



CONSENT AND AUTHORIZATION

REYNOLDS METALS COMPANY, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: 

(Signature)

Name: Lawrence C. Tropea, Jr.  
(Printed or Typed)

Title: Director, Corporate Environmental  
Control Department

Name and Address for Notices: Reynolds Metals Company  
6601 West Broad Street  
Richmond, VA 23261

Dated: January 15, 1988

CONSENT AND AUTHORIZATION

Samsonite Furniture Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

Robert K. Kretzman  
(Signature)

Name:

Robert K. Kretzman  
(Printed or Typed)

Title:

General Counsel/Secretary\*

Name and Address for Notices: Mr. Edward A. Kurent, Esq.

Mr. Robert K. Kretzman, Esq.  
General Counsel  
E-II Consumer Products Co.  
711 Jorie Boulevard  
Suite 270  
Oak Brook, IL 60521

Pepper, Hamilton & Scheetz  
1777 F Street, N.W.  
Washington, D.C. 20006

Dated: January 20, 1988

\*Mr. Kretzman is the Secretary of the Samsonite Furniture Company  
and is the General Counsel of the parent corporation, E-II  
Consumer Products Company, Inc.

**CONSENT AND AUTHORIZATION**

The Sherwin-Williams Company, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

L J Pitorak  
(Signature)

*pmw*

Name:

Larry J. Pitorak

(Printed or Typed)

Title:

Vice President - Secretary-Treasurer  
Administrative Services

Name and Address for Notices:

The Sherwin-Williams Company

Attention: Mr. Richard M. Weaver  
101 Prospect Avenue

Cleveland, Ohio 44101

Dated:

May 20

, 1988



**CONSENT AND AUTHORIZATION**

Standard Gravure Corporation, by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:

John N. Uhl  
(Signature)

Name:

John N. Uhl

(Printed or Typed)

Title:

VP/Director of Technical Services

Name and Address for Notices:

John N. Uhl

Standard Gravure Corporation

643 So. 6th St

Louisville, KY 40202

Dated: January 21, 1988

CONSENT AND AUTHORIZATION

Tremco Incorporated, by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:   
(Signature)

Name: Mark Steinbock  
(Printed or Typed)

Title: Secretary

Name and Address for Notices: Thomas M. Clayton  
General Counsel  
Tremco, Inc.  
3735 Green Road  
Beachwood, Ohio 44122

Dated: 1/21/88, 1988

CONSENT AND AUTHORIZATION

Vermont American Corporation by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

Vermont American Corporation

By:

Julia P. Hagan  
(Signature)

Name:

Julia P. Hagan  
(Printed or Typed)

Title:

Asst. Secretary

Name and Address for Notices:

Julia P. Hagan  
Vermont American Corp.  
Suite 500  
100 E. Liberty  
Louisville, KY 40202

Dated: January 11, 1988



CONSENT AND AUTHORIZATION

World Color Press, Inc., by the duly  
(Name of Settling Defendant)

authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By:   
(Signature)

Name: Fred D. Jacobus  
(Printed or Typed)

Title: Senior Vice President of  
Industrial Relations

Name and Address for Notices: John Lingner III, Esq.  
- Freeborn & Peters  
- 11 South LaSalle Street  
Suite 1500  
Chicago, Illinois 60603

Dated: January 13, 1988

CONSENT AND AUTHORIZATION

Yenkin Majestic Paint Corporation, by the duly  
(Name of Settling Defendant)  
authorized representative named, titled and signed hereunder,  
hereby consents to this Consent Decree For Response Costs and the  
filing of this Decree with the United States District Court for  
the Western District of Kentucky and, further, agrees to be bound  
by the terms and conditions thereof.

By: Linda S. Ingram  
(Signature)

Name: Linda S. Ingram  
(Printed or Typed)

Title: Secretary

Name and Address for Notices: Yenkin Majestic Paint Corporation  
1920 Leonard Avenue  
Columbus, OH 43219

Dated: January 13, 1988





Mann 195  
#26660

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY

RECEIVED  
JAN 11 1987

DEC 11 1987

U. S. DISTRICT CLERK  
WEST N. DIST. KENTUCKY

UNITED STATES OF AMERICA,

Plaintiff,

GEORGE M. O'BRYAN;  
CSX TRANSPORTATION, INC.;  
BULK DISTRIBUTION CENTERS, INC.;  
ALUMINUM COMPANY OF AMERICA (ALCOA)  
ANGELL MANUFACTURING CO., INC.;  
AMERICAN NATIONAL CAN COMPANY;  
ATLANTIC RICHFIELD COMPANY;  
ALLIED-SIGNAL INC.;  
BASF CORPORATION; BLATZ PAINT  
COMPANY; THE BOC GROUP, INC.;  
BUILDING TECHNOLOGIES  
CORPORATION; THE B.F. GOODRICH  
COMPANY; CELOTEX CORPORATION;  
CHEMICAL WASTE MANAGEMENT, INC.;  
CINCINNATI MILACRON, INC.;  
CHAMPION INTERNATIONAL CORPORA-  
TION; CHEMCENTRAL CORPORATION;  
COLUMBIA ORGANIC CHEMICAL COMPANY,  
INC.; DE HART PAINT & VARNISH  
CO.; GENERAL MOTORS CORPORATION;  
THE GOODYEAR TIRE & RUBBER COM-  
PANY; GROW GROUP, INC.;  
HOECHST CELANESE CORPORATION;  
HARSHAW/FILTROL PARTNERSHIP;  
KEN HARRIS d/b/a OIL SERVICES  
COMPANY, H.J. SCHEIRICH CO.;  
KURFEES COATINGS, INC.; LEAR  
SIEGLER SEATING CORPORATION;  
MARCUS PAINT CO.; MONARCH  
MARKING SYSTEMS, INC.; MCKESSON  
CORPORATION; MOBIL OIL CORPORA-  
TION; M & T CHEMICALS, INC.;  
PHELPS DODGE CORPORATION; PROGRESS  
PAINT MANUFACTURING CO., INC.;  
PPG INDUSTRIES, INC.; PORTER  
PAINT CO.; PETROCHEM SERVICES,  
INC.; REYNOLDS METALS COMPANY;  
REXNORD, INC.; SAMSONITE FURNITURE  
COMPANY; SHERWIN-WILLIAMS COMPANY;  
SOUTHERN MATERIALS SERVICE CO.,  
INC.; STANDARD GRAVURE CORPORATION;  
✓ VERMONT AMERICAN CORPORATION;  
WORLD COLOR PRESS, INC.; A.H. TRUCK  
LINE, INC.; AND GURTZ TRUCKING  
COMPANY, INC.;

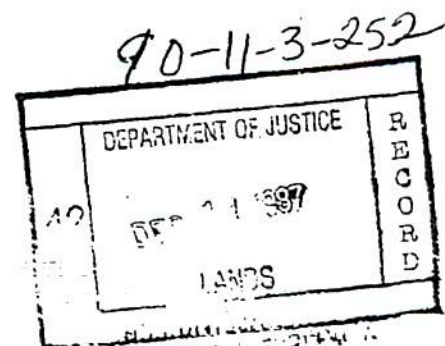
Defendants.

COPY MAILED TO  
L & N. (12-11-87) (over)

U.S. ATTORNEY  
W.D. KENTUCKY

CIVIL ACTION NO.

C- '87-0749- [ - J



COMPLAINT

Plaintiff, the United States of America, by authority of the Attorney General and acting at the request of the Administrator of the United States Environmental Protection Agency (hereinafter "EPA"), alleges as follows:

PRELIMINARY STATEMENT

1. This is a civil action brought pursuant to Sections 104(a) and (b) and 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (hereafter CERCLA), 42 U.S.C. § 9604(a) and (b) and § 9607(a), as amended by the Superfund Amendments and Reauthorization Act of 1986 (hereafter called SARA), Pub. L. No. 99-499, 100 Stat. 1613 (1986), for recovery of costs of a removal (cleanup) action incurred and to be incurred by Plaintiff in response to the release or threatened release of hazardous substances from an industrial solvent recovery and incineration facility in Jefferson County, Kentucky.

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. § 9607(a) and 42 U.S.C. § 9613(b).

3. This action involves the release or threatened release of hazardous substances from the Liquid Waste Disposal of Kentucky Site (hereafter "the Site") which consists of approximately one tenth of an acre. The Site is located approximately one and one half (1 1/2) miles south of the Louisville city limits in an industrial area adjacent to 1292



Fern Valley Road and the Louisville and Nashville (L&N) Railroad tracks. The site is situated within Jefferson County, Kentucky and the Western District of Kentucky. Venue is properly in this court pursuant to 28 U.S.C. § 1391(b) and 42 U.S.C. § 9613(b).

DEFENDANTS

4. Defendant George M. O'Bryan operated Liquid Waste Disposal of Kentucky, Inc. (LWDK), an industrial solvent reclamation/incineration facility, at the Site from approximately 1970 until November 1980.

5. At all times relevant to this complaint, George M. O'Bryan was a director and officer of LWDK and was responsible for the conduct and management of the affairs and business operations of LWDK from 1970 - 1980. Mr. O'Bryan is sued here both in his official and individual capacities.

Mr. O'Bryan exercised personal control over LWDK's activities and operations at the Site at the time of the disposal of hazardous substances and actively participated in arranging for the transportation and disposal of hazardous substances at the site. Mr. O'Bryan was an "owner or operator" of the Liquid Waste Disposal of Kentucky facility within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), as that term is defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20).

6. The Louisville & Nashville Railroad Co. (L&N) owned the property comprising the Site from October 17, 1963 until November 17, 1975. L&N owned the Site when George O'Bryan d/b/a Liquid Waste Disposal of Kentucky, Inc. operated an



industrial solvent incineration, storage and reclamation facility on the premises. Defendant CSX Transportation, Inc. ("CSX") subsequently acquired ownership of L&N by merger or consolidation. CSX was a person who at the time of disposal of hazardous substances owned the LWDK facility at which such hazardous substances were disposed of and is an "owner or operator" within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), as that term is defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20).

7. Defendant Bulk Distribution Centers, Inc. ("Bulk Distribution") is a corporation organized under the laws of the Commonwealth of Kentucky which conducts business in this judicial district. Bulk Distribution is the present owner of the Liquid Waste Disposal of Kentucky Site ("Site") and has owned the Site since November 17, 1975. Bulk Distribution leased the Site to Liquid Waste Disposal of Kentucky, Inc. from 1975 to 1980 at which time hazardous substances were disposed of and is an owner or operator of the facility within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), as that term is defined by Section 101(20) of CERCLA, 42U.S.C. § 9601(20).

8. Defendants Aluminum Company of America, Angell Manufacturing Co., Inc., American National Can Company, a/k/a Primerica Corporation, Atlantic Richfield Company, Allied-Signal, Inc., BASF Corporation, Blatz Paint company, The (BOC) BOC Group, Inc., Building Technologies Corporation, The B.F. Goodrich Company, Celotex Corporation, Chemical Waste Management, Inc.,

Cincinnati Milacron, Inc., Champion International Corporation, CHEMCENTRAL Corporation, Columbia Organic Chemical Company, Inc., CSX Transportation, Inc., De Hart Paint & Varnish Co., General Motors Corporation, The Goodyear Tire & Rubber Company, Grow Group, Inc., Hoechst Celanese Corporation, Harshaw/Filtrol Partnership, Ken Harris d/b/a Oil Services Company, H.J. Scheirich Co., Kurfees Coatings, Inc., Lear Siegler Seating Corporation, Marcus Paint Co., Monarch Marking Systems, Inc., M & T Chemicals, Inc., McKesson Corporation, Mobil Oil Corporation, Phelps Dodge Corporation, Progress Paint Manufacturing Co., Inc., PPG Industries, Inc., Porter Paint Co., Petrochem Services, Inc., Reynolds Metals Company, Rexnord, Inc., Samsonite Furniture Company, Sherman-Williams Company, Standard Gravure Corporation, Southern Materials Service, Co., Inc., Vermont American Corporation and World Color Press, Inc. are corporations organized under the laws of the Commonwealth of Kentucky, foreign corporations authorized to transact business in the Commonwealth of Kentucky, corporations which do business in the Commonwealth of Kentucky while organized and existing under the laws of another state, partnerships or individuals and all are generators of hazardous substances. Each, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3), by contract, agreement or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances, as defined in CERCLA Section 101(14), 42 U.S.C. § 9601(14), owned or possessed by such



generator defendant, which were transported to the Liquid Waste Disposal of Kentucky Site, owned or operated by parties other than these generator defendants.

9. Defendants A.H. Truck Line, Inc., Chemical Waste Management, Inc. and Gurtz Trucking Company, Inc. are corporations organized under the laws of the Commonwealth of Kentucky, foreign corporations authorized to transact business in the Commonwealth of Kentucky or corporations which do business in the Commonwealth of Kentucky while organized and existing under the laws of another state. Each, within the meaning of Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4), are persons who at all relevant times (1970 - 1980) accepted hazardous substances for transport to the Liquid Waste Disposal of Kentucky Site for disposal or treatment. Each transporter defendant selected the Liquid Waste Disposal of Kentucky Site from which there was a release, or a threatened release of hazardous substances which caused the incurrence of response costs.

10. Each of the defendants is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

#### GENERAL ALLEGATIONS

11. The Liquid Waste Disposal of Kentucky Site ("Site") is a one-tenth acre parcel within a larger twenty (20) acre tract located near Louisville, Jefferson County Kentucky where hazardous substances were deposited, stored, disposed of, placed or otherwise came to be located. From approximately 1970 through 1980 defendant George M. O'Bryan individually and d/b/a/



Liquid Waste Disposal of Kentucky, Inc. leased the property from defendant Bulk Distribution Centers, Inc. and operated an industrial solvent recovery, incineration, storage, and reclamation facility on the premises. Chemical substances including, but not limited to, paint thinner, phenol, naphthalene, xylene, toluene, ethylbenzene, 1,1,1 trichloroethane, cadmium, chromium, cyanides, barium, mercury, lead, bis(2-ethylhexyl)phthalate, trichloroethylene, 1,2-trans-dichloroethylene, waste oils, and mineral spirits were deposited by spillage upon the ground, stored in tanks or deteriorating 55-gallon drums and later incinerated or otherwise stored or disposed of at the site. Frequently such chemicals were comingled together by spills on the premises or stored in common storage tanks. The Liquid Waste Disposal of Kentucky site is a "facility" within the meaning of Section 101(19) of CERCLA, 42 U.S.C. § 12. Hazardous substances, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), were at all times relevant hereto, delivered to and stored, treated or disposed of at the site.

13. At all times relevant hereto, there were "releases" or threatened releases of hazardous substances into the environment from the Site, within the meaning of Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

14. As a result of the release or threatened release of hazardous substances from the Site, the United States has incurred, and will incur in the future, costs for actions taken

or to be taken in response to the release or threatened release of hazardous substances from the Site.

15. The United States' actions concerning the Site constitute "removal" or "remedial" actions as defined by Section 101(23) and (24) of CERCLA, 42 U.S.C. § 9601 (23) and (24) and "response" actions as defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

16. The United States' response actions taken at the Site and the costs incurred incident thereto were not inconsistent with the National Contingency Plan, 40 C.F.R. Part 300 et. seq.

17. The United States has satisfied all conditions precedent to a response action, the incurrence of response costs and to recovery of the costs under Section 107 of CERCLA, 42 U.S.C. § 9607.

#### CLAIM FOR RELIEF

18. The allegations of Paragraphs 1 through 17 above are realleged and incorporated by reference herein as if fully alleged below.

19. In response to the release or threatened release of hazardous substances into the environment, EPA, on September 24, 1984, initiated response and immediate removal actions at the Site to reduce, abate, or eliminate the hazards presented thereby.

20. Expenditures or costs incurred to date in this response or removal action by the United States are in excess of



\$453,741.59. These costs include the cost of response, cleanup, removal and disposal activities undertaken by EPA at the Site. The United States is continuing to incur additional or further response costs related to the site, including enforcement expenditures and costs under 42 U.S.C. § 9604(b) and 42 U.S.C. § 9607.

21. Defendants are jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) for the amount specified in Paragraph 20 as well as all other administrative, investigative and legal expenses incurred or to be incurred, including interest from the time such expenses were incurred or will be incurred by the government relative to the Site.

PRAYER FOR RELIEF

WHEREFORE, the United States of America prays that this Court:

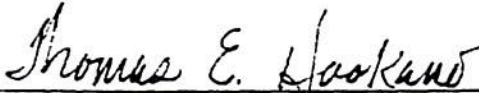
1. Enter judgment against the defendants, jointly and severally, in favor of the plaintiff United States for all costs incurred or to be incurred by the United States in response to the release or threatened release of hazardous substances at the Liquid Waste Disposal of Kentucky site, including attorneys fees, administrative costs, investigative costs, indirect costs and other expenses, plus prejudgment interest as provided in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), which costs are now in excess of \$453,741.57;



2. Award the United States its costs, including the cost of bringing this enforcement action, as well as attorney's fees and expenses; and

3. Grant such other and further relief as it deems just and appropriate.

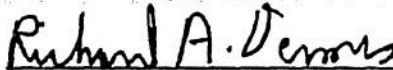
Respectfully submitted,



THOMAS E. HOOKANO  
Deputy Assistant Attorney General  
Land and Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

JOSEPH M. WHITTLE  
United States Attorney  
Western District of Kentucky  
Bank of Louisville Bldg.  
510 West Broadway, 10th Floor  
Louisville, KY 40202  
(502) 582-5911

By:



RICHARD E. DENNIS  
Assistant United States Attorney



G. STEPHEN MANNING  
Trial Attorney  
Environmental Enforcement Section  
Land & Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(202) 633-5409

OF COUNSEL:

ROBERT W. CAPLAN  
BARRY P. ALLEN  
Assistant Regional Counsel  
Hazardous Waste Law Branch  
U.S. Environmental Protection Agency  
345 Courtland Street, N.E.  
Atlanta, Georgia 30365  
(404) 347-2641

GARY JONES  
Attorney  
Office of Enforcement and Compliance  
Monitoring  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Room M2123  
Washington, D.C. 20460  
(202) 475-6717

